

DE 03-078

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Petition of Wausau Papers of New Hampshire, Inc.

Order Following Hearing

O R D E R N O. 24,171

May 12, 2003

APPEARANCES: Gallagher, Callahan & Gartrell, P.A. by Seth M. Shortlidge, Esq., Donald J. Pfundstein, Esq. and Lynmarie C. Cusack, Esq. for Wausau Papers of New Hampshire, Inc.; Robert A. Bersak, Esq. for Public Service Company of New Hampshire; Office of Consumer Advocate by Michael W. Holmes, Esq. on behalf of residential ratepayers; and Donald M. Kreis, Esq. of the Staff of the New Hampshire Public Utilities Commission.

I. PROCEDURAL HISTORY

On March 30, 2003, the New Hampshire Public Utilities Commission) entered Order No. 24,151, approving pursuant to RSA 378:18 and 378:18-a a special contract between Public Service Company of New Hampshire (PSNH) and Fraser N.H. LLC (Fraser), which owns a paper mill in Gorham and a pulp mill in Berlin. In Order No. 24,151, the Commission deferred an issue raised in that proceeding by Wausau Papers of New Hampshire, Inc. (Wausau), which owns a paper mill in nearby Groveton. The issue concerned whether Wausau would suffer an unfair competitive disadvantage by virtue of the rate discount granted to Fraser and, if so, what relief, if any, should be granted by the Commission.

Subsequent to oral deliberations on the Fraser matter, the Commission opened the instant docket on March 27, 2003 and entered an Order of Notice providing for a hearing on April 23, 2003. Discovery began immediately with the issuance of data requests by the Commission Staff to both Wausau and PSNH. There were no intervention requests, although the Office of Consumer Advocate (OCA) entered an appearance on behalf of residential ratepayers.

As specified in the Order of Notice, the Commission conducted a pre-hearing conference on April 4, 2003. At the pre-hearing conference, Wausau urged the Commission to move up the hearing date, arguing that because the Fraser special contract was already effective Wausau was suffering harm for which it had an urgent need for a remedy. Accordingly, during a technical session conducted by the parties and Staff following the pre-hearing conference, there was agreement to move the hearing to April 15 and 16, 2003, with discovery expedited accordingly. The Commission approved this scheduling proposal in Order No. 24,154 (April 7, 2003). Further discovery ensued. PSNH and Wausau submitted written briefs on April 11, 2003, as authorized by Order No. 24,154. Wausau submitted a reply to the PSNH brief on April 14, 2003.

Prior to the hearings, the Commission received letters in support of Wausau's request from Senator John Gallus,

President Bill Potter of PACE Local 61, Representative Frederick W. King, Commissioner George M. Bald of the New Hampshire Department of Resources and Economic Development, Representatives John Thomas and Roy Maxfield, Jeffrey A. Gilman of George M. Stevens & Sons Company, Michael Beattie of Beattie Enterprises, Sally B. Pratt, Scott W. Howe of Weeks Medical Center, Scott W. Howe of the Northern Gateway Chamber of Commerce, John J. Pratt of Siwooganock Bank, Sherwood W. Fluery of School Administrative Unit 58, Chris J. Hansen of Nordic Construction Services, LLC, Barry Kelley of White Mountain Lumber Company and Mark Vaillancourt of Vaillancourt Electric & Alarm Security. Both PSNH and Wausau filed motions for confidential treatment of certain materials furnished in discovery.

The hearing took place as scheduled on April 15 and 16, 2003. The Commission granted the pending confidentiality motions, subject to the usual proviso that the determinations could be revisited at a later date upon request or upon the Commission's own motion. The Commission further indicated that it intended to admit into evidence all of the discovery responses that had been provided by Wausau and PSNH prior to hearing. Accordingly, and in light of the ubiquity of confidential information at hearing, the Commission agreed to treat the cross-examination of all witnesses as confidential

within the meaning of RSA 91-A:5, IV (concerning "confidential, commercial or financial information").

At the conclusion of the hearing, the Commission ruled that Wausau had made out a prima facie case with respect to the issue of whether it was suffering any competitive harm as a result of the Fraser special contract, and that the Commission would have to consider whether PSNH had successfully rebutted Wausau's presentation. In light of that determination, the Commission instructed PSNH and Wausau to seek a negotiated resolution of their dispute. For this purpose, the Commission reserved a two-day period, closing at 4:30 p.m. on April 18, 2003.

During the settlement period, PSNH and Wausau responded to certain record requests that had been posed at hearing. Accompanying Wausau's filing was a motion for confidential treatment seeking, inter alia, a partial waiver of the applicable rule (Puc 204.06) with respect to a document Wausau regarded as particularly sensitive because it set forth profit data with respect to each product line produced at the Groveton Mill. In essence, Wausau was requesting that the document be viewed by the Commissioners and members of the Commission Staff but not retained by the agency.

On April 17, 2003, PSNH transmitted a written offer of settlement to Wausau and filed a copy of this communication with

the Commission's Executive Director and Secretary. On April 18, 2003, Wausau advised the Commission in writing that it had rejected PSNH's offer. Appended to the Wausau filing was certain electronic and written correspondence that had passed between the two companies during the negotiation period.

On April 22, 2003, the Commission issued a secretarial letter in which certain additional record requests were posed to Wausau and PSNH. The secretarial letter also noted that the Commission would admit into evidence the parties' settlement-related correspondence. Finally, the Commission granted, but only in part, Wausau's request for a waiver of Puc 204.06. Specifically, the Commission indicated that Wausau could file only one copy of the document in question, which would be returned to Wausau at the conclusion of the proceeding.

On April 22, 2003, Wausau submitted a copy of what it stated was the entirety of the correspondence that passed between Wausau and PSNH during the settlement period. On that date, Wausau also submitted the document that was the subject of the partial waiver of rule Puc 204.06, as well as Wausau's response to the additional record request posed to it in the April 22 secretarial letter. On April 24, 2003, the deadline established in the secretarial letter, PSNH provided its response to the pending record requests.

II. POSITIONS OF THE PARTIES AND STAFF

A. Wausau Papers of New Hampshire, Inc.

Wausau seeks relief in the form of "substantially identical rates and terms of service" as those provided by PSNH to Fraser in the special contract approved by the Commission in Order No. 24,151. Wausau claims it is entitled to such relief because the Fraser contract creates "material anti-competitive effects" to Wausau which violate state law.

More specifically, Wausau alleges that the Fraser contract violates the provisions of the state constitution concerning equal protection and "free and fair competition", as well as RSA 378:10 which prohibits a utility from providing "undue or unreasonable preference" or "undue or unreasonable prejudice or disadvantage in any respect whatever." Wausau also asserts that in awarding the special contract to Fraser, the Commission must adhere to its special contract "checklist" adopted in *Generic Discounted Rates Docket*, Order No. 20, 882, 78 NHPUC 316, (June 23, 1993) which, among other things, requires a showing that a "discount does not have any apparent material adverse competitive consequences on other New Hampshire firms."

Wausau argues that RSA 378:7 requires the Commission to provide the requested remedy but that the form of such remedy is not limited to a special contract between PSNH and Wausau.

Rather, Wausau avers that the Commission may order that PSNH provide Wausau with "benefits" equivalent to those contained in the Fraser contract. Wausau provided the Commission with its estimate of the benefits to Wausau of applying Fraser's special contract terms.

In the alternative, Wausau argues that even if the special contract provisions of RSA 378:18 and 378:18-a are controlling, Wausau has presented substantial evidence to meet those statutory requirements: i.e., "special circumstances exist which render the departure from general rates just and consistent with the public interest;" absent a special contract, the load would otherwise leave the utility and that no tariffed rate is sufficient to retain such load; and a special contract will attract load that would not be attracted by a tariffed rate.

B. Public Service Company of New Hampshire

PSNH essentially argues that the special contract provisions of RSA 378:18 and 378:18-a govern Wausau's request and that Wausau has failed to meet the criteria set forth therein. With respect to whether "special circumstances" exist, PSNH argues that merely being a competitor of a special contract customer does not entitle Wausau to the rate relief it seeks. PSNH also points out that one of the prerequisites for a load retention contract specified by RSA 378:18-a, II is that

the utility must represent that the customer's load would otherwise have left the utility absent a special contract. PSNH argues that because its own economic analysis of Wausau's situation prevents it from making the required representation under RSA 378:18-a, Wausau's request must be denied. Lastly, PSNH asserts that Wausau has not provided any evidence that it will make any new installations or engage in additional processes that would add material new load to PSNH's system. Therefore, according to PSNH, Wausau does not meet the requirements of RSA 378:18-a, III concerning special contracts to attract new load.

PSNH counters Wausau's claim concerning the applicability of the Commission's special contract "checklist" by questioning the continued viability of that checklist in light of subsequently enacted "legislation affecting the electric utility industry, including RSA 378:18-a which directly controls the Commission's authority concerning approval of special contracts." PSNH Brief at 4.

Finally, PSNH refutes Wausau's claim that the Fraser special contract violates RSA 378:10's prohibition against "undue preference" by arguing that Wausau has failed to acknowledge that RSA 378:11 creates an exception to RSA 378:10. PSNH notes that RSA 378:11 states that the provisions of RSA 378:10 do not require absolute uniformity in utility charges

"when the circumstances render any lack of uniformity reasonable." PSNH argues that because RSA 378:11 is consistent with the special contract statutes which permit departure from tariffed rates under certain circumstances, the aforementioned statute allows PSNH to charge Fraser and Wausau different rates.

C. Office of Consumer Advocate

OCA indicated that it does not support Wausau's request for relief. In the view of OCA, providing such relief to Wausau would almost certainly result in material harm to residential ratepayers, who would be forced to subsidize a resulting shortfall in PSNH's revenue.

III. COMMISSION ANALYSIS

Our order approving the Fraser special contract indicated that such review was "separable from the issue of whether Wausau is entitled to mitigation of any anti-competitive harm created by the contract." *Public Service Company of New Hampshire*, DE 03-064, Order No. 24,151 at 17 (March 31, 2003). Therefore, we opened a separate docket to consider the Wausau claims and noted that we would "examine whether we should also mitigate any competitive harm if such is proven to exist." *Id.* at 17. The instant docket was opened to consider the factual and legal issues raised by Wausau's request.

Wausau is correct when it states that if a special contract creates competitive harm in violation of state constitutional and/or statutory provisions, then remedial steps are proper. Thus, the first area of inquiry in this case involves a factual determination of whether and to what degree the Fraser special contract harms Wausau. If we find that such harm exists, the second question is whether that harm violates applicable state statutory or constitutional provisions. Lastly, if we find that remedial steps must be taken, we must determine the appropriate form and substance of the remedy.

The record in this case reveals the following facts: Wausau operates a paper mill and distribution center in Groveton that manufactures and distributes specialty paper for commercial printing markets. Wausau employs approximately 350 individuals in Groveton, producing an average of 330 tons of paper daily. The Groveton mill has operated on a continuous basis, without shutdowns, since Wausau acquired the facility in 1993. Six of the products manufactured at the Wausau facility in Groveton are also manufactured by Fraser at its mill in Gorham. In 2002, these six products comprised nearly 88 percent of the output of the Wausau facility.

Wausau markets one of the six products, referred to in the exhibits prepared by Wausau as "commodity opaque/offset," by responding to requests from potential buyers for bids. Wausau

would prefer not to sell any of its Groveton output on this basis but finds it necessary to engage in this kind of business when the paper industry is experiencing economic difficulties. The paper industry is presently in the midst of such a downturn. When Wausau engages in this so-called "bid business," it is not necessarily seeking to make a profit but, rather, to recover at least its incremental costs so as to avoid shutting down any of its paper machines.

Wausau presently takes service from PSNH under Backup Delivery Service Rate B (Rate B). The rate applies to Wausau because it has its own cogeneration facilities which were installed after January 1, 1985. The major components of Rate B are a delivery charge of \$4.01 per kilowatt (kW) of backup contract demand, a stranded cost recovery charge of \$0.36 per kilowatt of backup contract demand, and an energy charge equivalent to what would be applicable under PSNH's standard delivery service rate (i.e., the transition service rate for commercial and industrial customers). As Wausau's cogeneration capacity is greater than its total internal load, it requires only back-up service from PSNH, drawing power from the utility only at those times when its own facilities do not provide sufficient power. Its backup contract demand under Rate B is based on 30-minute meter readings of load on PSNH's system, for on-peak periods during the current month and the previous eleven

months. Thus, the highest peak demand in a rolling 12-month period establishes the billing demand on which Wausau is charged. This provision of Rate B is commonly referred to as the "demand ratchet."

PSNH disputes that the Fraser paper operations have gained any significant savings on their electricity bills as a result of the special contract. Although the basic purpose of the special contract approved by the Commission in Docket No. DE 03-064 was to allow Fraser to restart its idled pulp mill in Berlin, the special contract has reduced Fraser's overall cost of electricity to some extent at its paper mill as well, as discussed below. In that sense at least, the special contract terms have allowed Fraser to reduce the energy costs associated with manufacturing paper at its Berlin facility.

Wausau has not, on this record, demonstrated that it has lost any bid to Fraser directly as a result of energy cost differentials associated with the special contract, but such energy cost differentials are nevertheless a factor that, logically, would allow Fraser to under-bid Wausau. The Wausau mill is presently operating on such tight financial margins that the consistent loss to Fraser of even a few bids could make it economically necessary for Wausau to idle at least one of its paper machines because it would no longer be recovering even the

incremental costs of operating the machine. This shutdown would result in layoffs.

Accordingly, as we indicated at the conclusion of the hearing, Wausau has made a case that it is suffering competitive harm as a result of the Fraser special contract. On review of the entire record, we conclude that no other party has successfully rebutted Wausau's showing in that regard. PSNH's argument that Wausau's marginal energy cost will remain below Fraser's marginal energy cost, for example, begs the question of whether the discount given to Fraser improves Fraser's competitive position *vis à vis* Wausau relative to their respective positions absent the Fraser special contract.

We stress that we are not determining that Wausau has demonstrated a constitutional or statutory entitlement to equivalent treatment. Rather, it is simply our determination that Wausau has demonstrated that the Fraser special contract affects the competitive relationship between Fraser and Wausau in a manner that merits some relief for Wausau. We conclude that the present PSNH charges to Wausau, which happen to be assessed under Rate B, are unjust and unreasonable as a result of the change effected in Wausau's competitive relationship with Fraser. The testimony of David Atkinson, Wausau's Vice President of Operations, amply supports the conclusion that the pre-existing competitive relationship has been adversely

affected by the Fraser special contract. It also appears that PSNH's practice of providing Fraser with a special contract and in denying any discount to Wausau, a direct competitor of Frasier, is similarly unjust and unreasonable in these circumstances.

The question of what relief to provide Wausau in such circumstances is more difficult to resolve. It is well-established that the Commission "is a creation of the legislature and as such is endowed with only the powers and authority that are expressly granted or fairly implied by statute." *Appeal of Public Service Co. of New Hampshire*, 122 N.H. 1062, 1066 (1982) (citing *Petition of Boston & Maine R.R.*, 82 NH 116, 116 (1925)). We are not empowered to remedy every harm that might be proven at hearing. In general terms, our statutory mission is to serve as the "arbiter between the interests of the customer and the interests of the regulated utilities." It is our fundamental duty to ensure that rates are just and reasonable, not to prevent one New Hampshire firm from winning business from another New Hampshire firm with whom it competes. With that in mind, we are cautious about providing relief that is premised on the change in the competitive relationship between one industrial electric customer and another, even when that result arises out of transactions with a utility.

In support of its request, Wausau invokes RSA 378:7. That statute provides in pertinent part that whenever the Commission is of the opinion, either upon its own motion or upon complaint, that "the rates . . . collected[] by any public utility for services rendered or to be rendered are unjust or unreasonable, or that the . . . practices of such public utility affecting such rates are unjust or unreasonable," the Commission "shall determine the just and reasonable or lawful rates. . . and shall fix the same by order . . ." Wausau contends that we are obliged to act pursuant to RSA 378:7 to remedy the unfair competition that the Fraser special contract enables that Company to enjoy against Wausau.

Our view of this authority is similar but not identical to the position advanced by Wausau. In our opinion, in light of the competitive effects on Wausau by virtue of the special contract between PSNH and Fraser, Wausau's current rates are unjust and unreasonable. Therefore, we are empowered to exercise our statutorily authorized discretion. The exercise of this discretion requires the balancing of what may be competing interests and public policy concerns. The interests that require consideration here are the financial interests of Wausau, PSNH and PSNH's customers.

As noted by Wausau in its brief, we have previously invoked our authority under RSA 378:7 to remedy an unjust

situation related to rates that could also have been addressed via special contract had the utility been willing to do so. In *Concord Electric Co.*, 69 NH PUC 401 (1984), we directed an electric utility to implement a "special arrangement" with a municipal customer in connection with the lighting at a city-owned ballfield. The Commission determined that the tariffed rate was unjust and unreasonable as applied to this customer because it included a demand charge even though the customer's use of the service did not occur at times of peak demand and thus did not contribute to the utility's demand-related costs. *Id.* at 402-03. On rehearing, we rejected the utility's contentions that the granting of such relief in the circumstances was contrary to RSA 378:10 or RSA 378:18. *Concord Electric Co.*, 69 NH PUC 491, 492, 495 (1984).

Likewise, we conclude that nothing in RSA 378:10 (prohibiting unreasonable discrimination in rates between consumers) or RSA 378:18 (setting out the conditions for special contract departures from tariffed rates) precludes us from determining that, in light of the Fraser special contract, current tariffed charges are unjust and unreasonable as applied to Wausau, so long as the alternative rates and terms do not cause additional harm to either PSNH or its other customers. See *Legislative Utility Consumers Council v. Public Util. Comm'n*, 119 N.H. 332, (1979) (noting that Commission has

"unfettered discretion" within "just and reasonable" standard to change rates upon its own motion). Such a determination, of course, departs from traditional embedded cost-of-service ratemaking, but we are not bound by that methodology as long as the rate we adopt is just and reasonable. See, e.g., *Legislative Utility Consumers Council v. Public Util. Comm'n*, 117 N.H. 972, 974 (1977) (noting that rate-setting "is not an exact science" and "(s)ince our statutes do not provide a formula for the commission to follow," appellate court is not "warranted in rejecting the one employed by it unless it plainly contravenes the statutory scheme of regulation or violates our law in some other respect") (citation omitted); *New England Tel. & Tel. Co. v. State*, 98 N.H. 211, 219 (1953) (given that "dominant standard" of Commission's enabling legislation is that "rates shall be just and reasonable" and statutes "do not provide a formula for the Commission to follow," Court "not warranted in rejecting the one employed by it unless it plainly contravenes the statutory scheme of regulator or violates [applicable] law in some other respect") *New England Tel. & Tel. Co. v. State*, 97 N.H. 213, 219(1953)

We note that it had been the practice of PSNH to offer similar terms to the New Hampshire competitors of customers who had negotiated a special contract with the utility, and that its failure to do so in this case apparently stems from a difference

of opinion as to whether Wausau actually faces competitive harm from the Fraser special contract, and whether Wausau's disadvantageous position can be remedied absent harm to the utility and remaining customers.

Wausau argues in its brief that RSA 378:7 "independently requires that the Commission order PSNH to remedy any resulting violation of New Hampshire law." Wausau claims that the Commission must do so "by providing service at equivalent rates to Wausau." We cannot, and do not, undertake to remedy every imaginable or imagined competitive harm to Wausau arising out of the Fraser special contract. The competitive benefits of the Fraser special contract are too difficult to isolate with precision from every other factor that goes into whether Fraser or Wausau (or some other participant in the market) prevails in any individual competitive situation. Just as important is our paramount obligation to avoid unreasonable harm to PSNH's other customers and to eschew rate-setting that deprives PSNH of the opportunity to earn a reasonable return on its investment. By contrast to Wausau's requested rate treatment, which would produce net losses to PSNH or its remaining customers, the Fraser special contract was designed to produce substantial and significant dollar benefits not only to PSNH, but importantly to its remaining customers. Fraser's claim to a special contract was not premised on an

entitlement to a rate reduction regardless of its impact on PSNH or the remaining consumers.

Thus, our intention is to craft an alternative for Wausau that is designed to ameliorate the competitive harm to Wausau occasioned by the Fraser special contract. This is accomplished by reducing Wausau's cost of purchasing back-up energy in a manner that will not cause harm to PSNH or its other customers.

Depending on the standard to be applied, the range of competitive harm to Wausau from the Fraser special contract is arguably bounded on the one hand by the total benefit to Fraser's entire New Hampshire operations, and on the other by the benefit specifically attributable to Fraser's paper operation. The record evidence also allows for a range of calculations of the appropriate discount associated with each of these bounds. We determine that the current charges applied to Wausau must be discounted, as described below, to remedy the impact of the Fraser special contract. We have determined that the result of adjustments outlined in this order is within the bounds of the claimed harm to Wausau remediable under our statutory authority. We have further determined that such remediation can be accomplished without subjecting PSNH or its remaining customers to significant risk of unrecovered costs or cost-shifting, respectively.

To achieve this result, we adopt an approach that is similar in form to the settlement possibilities that Wausau and PSNH were discussing during the hearing and thereafter. Since the purpose of the special rate is to mitigate the effects on Wausau of the special contract between PSNH and Fraser, the special Wausau rate should remain in effect for a period comparable to the Fraser special contract. The Fraser special contract took effect April 7, 2003 and is expected to be in force for 12 months. Due to the administrative obstacles that result from retroactive application of the Wausau special arrangement to April and May of 2003, the Wausau arrangement will be in force for a period of 12 months beginning June 1, 2003.

The rate applicable to Wausau shall be PSNH's Rate B with the following exceptions: First, its base billing demand will be 5,500 kilowatts, with no ratchet to apply to any demand in excess of that figure incurred during the term of the special arrangement.

Second, Wausau must guarantee to take energy for at least its condenser load for a minimum of seven specified months during the period the special arrangement is in effect. Wausau must notify PSNH at least 15 days in advance of each month that Wausau will take energy. The purpose of these requirements is to ensure that Wausau's energy purchases, like the Fraser

purchases, provide sufficient return to fixed costs to at least hold PSNH and its remaining consumers harmless from the discounted demand charge and ratchet provision relief.

PSNH, in turn, will have the option, within 7 days of a notification by Wausau, to reject two of the months Wausau elects. We will expect PSNH to "hedge" its energy supply obligation to Wausau during the minimum seven months in question by contracting for the necessary wholesale power, if it is economic to do so rather than rely on a combination of PSNH generation and spot purchases.

During the "guaranteed purchase" months, Wausau will pay PSNH's regular Transition Service rate for the energy purchases - or, in the alternative, Wausau may choose a competitive supplier and purchase only delivery service from PSNH.

With respect to months other than the designated "guarantee months," Wausau may purchase backup power from PSNH at a price equal to 110 percent of the ISO-New England locational marginal price for New Hampshire. This will allow PSNH to recover reasonable costs associated with delivering the power to Wausau.

According to our estimates, the minimum incremental stranded cost recovery charges received by PSNH under this special rate will be roughly equivalent to the decrease in

delivery charge revenue the rate will produce, while PSNH will be made whole for its costs. Thus, it is intended that the effect of this special rate will be at least neutral with respect to PSNH and its ratepayers, while providing Wausau with a rate discount in mitigation of any competitive advantages obtained by Fraser by virtue of its special contract. Further, we will require PSNH to set up a deferral account to quantify lost delivery charges to PSNH that PSNH may recover in the next applicable rate case.

We believe that this outcome achieves a fair balance of competing concerns. The discount afforded to Wausau is smaller than the one sought, but it nonetheless mitigates competitive harms of the Fraser special contract in an industry that is experiencing particularly thin profit margins at this time as testified to by Mr. Atkinson. At the same time, the discount is large enough to provide Wausau a realistic alternative to self-generation.

Establishing the deferral account allows for holding PSNH shareholders harmless. Guaranteed incremental stranded cost recovery charges are estimated to be roughly equivalent to the deferred delivery charges. Incremental energy purchases beyond the guaranteed level, subject to PSNH's ability to protect customers from energy rate arbitrage, provide the opportunity for net benefits to customers.

With respect to guaranteed purchases, the advance election by Wausau allows PSNH some time to plan for and possibly hedge the price of necessary energy purchases from the market. Finally, in the months that Wausau elects not to guarantee purchases in advance, the use of LMP-based pricing protects other PSNH customers from Transition Service under-recoveries that would have to be made up.

Based upon the forgoing, it is hereby

ORDERED, that the request for relief submitted by Wausau Papers of New Hampshire, Inc., is GRANTED IN PART and DENIED IN PART as more fully described, above; and it is

FURTHER ORDERED, that Public Service Company of New Hampshire shall work with Commission Staff to develop a compliance tariff rider to be filed with the Commission on or before May 23, 2003, in accordance with N.H. Admin. Rules Puc 1603.02(b) .

By order of the Public Utilities Commission of New
Hampshire this twelfth day of May, 2003.

Thomas B. Getz
Chairman

Susan S. Geiger
Commissioner

Nancy Brockway
Commissioner

Attested by:

Debra A. Howland
Executive Director & Secretary